

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 15, 2003

Division: Public Works

Bulk Item: Yes X No _____

Department: Engineering

AGENDA ITEM WORDING: Approval of Amendment to G. M. Selby's Contract for Professional Services for Jackson Square Electrical Service Upgrade.

ITEM BACKGROUND: G. M. Selby & Associates, Inc. requested clarification of the contract documents after the contract was executed. The clarifications needed to be incorporated into the contract.

PREVIOUS REVELANT BOCC ACTION: On November 20, 2002 BOCC approved the contract with G. M. Selby & Associates, Inc. to provide Professional Services for Jackson Square Electrical Service Upgrade.

CONTRACT/AGREEMENT CHANGES: Amended page one as follows: **Add:** The parties agree that these contract documents supersede and replace those approved by the BOCC on November 20, 2002. **Amended paragraph 1, on page 17 as follows:** The total fee for the Architects services is \$14,000.00, excluding the optional or materially changed services described in subparagraphs (B) and (C) below. **Add the following wording to the first sentence in subparagraph 15.1:** including the Architect/Engineer's proposal dated October 10th, 2002 and attached as Exhibit C.

STAFF RECOMMENDATIONS: Approve as stated above.

TOTAL COST: N/A

BUDGETED: Yes X No _____

COST TO COUNTY: N/A

SOURCE OF FUNDS N/A

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

Item Prepared By: Stephanie Coffey, Construction Manager David S. Koppel, P.E., County Engineer

DIVISION DIRECTOR APPROVAL: Dent Pierce, Division Director 1/8/03

DOCUMENTATION: Included X To Follow _____ Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** C28

MONROE COUNTY ENGINEERING/CONSTRUCTION MANAGEMENT CONTRACT AMENDMENT NO. 1

PROJECT TITLE: Professional Services for Jackson Square Electrical Service Upgrade

CONTRACT AMENDMENT NO: 1

Total Previous Amendments	<u>\$0.00</u>
Original Contract Amount	<u>\$14,000.00</u>
Revised Contract Amount	<u>\$14,000.00</u>

Detailed description of Amendment and justification:

Contract with G. M. Selby & Associates, Inc. for Jackson Square Electrical Service Upgrade.

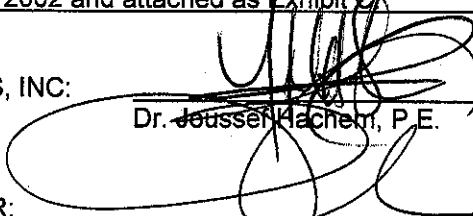
Amend page one of contract as follows:

Add: The Parties agree that these contract documents supersede and replace those approved by the BOCC on November 20, 2002.

Amend paragraph 1 on page 17 as follows: The total fee for the Architects services is \$14,000.00, excluding the optional or materially changed services described in subparagraphs (B) and (C) below.

Add the following wording to the first sentence in subparagraph 15.1: including the Architect/Engineer's proposal dated October 10th, 2002 and attached as Exhibit C.

G.M. SELBY & ASSOCIATES, INC:


Dr. Jousset Hachem, P.E.

1/8/03
Date

CONSTRUCTION MANAGER:


Stephanie Coffey

1/9/03
Date

COUNTY ENGINEER:


David S. Koppel, P.E.

1-9-03
Date

DIRECTOR OF PUBLIC WORKS

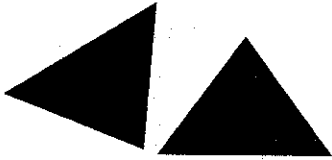

Dent Pierce

1/9/03
Date

COUNTY ADMINISTRATOR

James L. Roberts

Date



G. M. SELBY & ASSOCIATES, INC.

October 10, 2002

MONROE COUNTY
CONSTRUCTION MANAGEMENT

DEC 26 2002

TIME:
RECEIVED BY: _____

Monroe County Engineering Department-Construction Management
1100 Simonton Street
Key West, FL 33040
Attn: Ms. Stephanie Coffey

RE: REVISED FEE PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR PROPOSED ELECTRICAL SERVICE UPGRADES AT THE JACKSON SQUARE COMPLEX COURTHOUSE/FORMER JAIL FACILITY LOCATED AT THE INTERSECTION OF WHITEHEAD AND SOUTHWEST STREETS, KEY WEST, FLORIDA.

Dear Ms. Coffey

G. M. Selby & Associates, Inc. (hereinafter referred to as G. M. Selby) is pleased to provide the Monroe County Construction Management Division with this requested revised fee proposal for design and project administration services for proposed electrical service upgrades for the courthouse/former jail located at the Jackson Square complex in Key West. This proposal has been prepared in accordance with our understanding of the project, based upon the Request for Proposals (RFP) issued by Monroe County on August 5th, 2002, an on site meeting held between G. M. Selby and Monroe County personnel on September 25, 2002, and discussions with you directly since.

PROJECT BACKGROUND

As related to Selby through information provided by Monroe County, the County has been required to undertake electrical service upgrades for all facilities located within the Jackson Square Complex in the City of Key West. To date, two of the four phases of the upgrades have been completed. G. M. Selby responded to Monroe County's RFP for professional engineering services for the third phase of the upgrades project. This phase will encompass power demands for the existing courthouse/former jail facility, and will require the re-routing of electrical service from existing, to-be-removed, transformers located adjacent to the subject building, to a new transformer placed for this purpose. Additionally, all power distribution lines are to be relocated from aboveground wires to underground conduits.

PROJECT SCOPE

As stated above, Monroe County wishes to re-route the power supply system for the courthouse/former jail facility at the Jackson Square Complex from the existing, overhead wires and outdated transformers, to underground conduits to be run off a newly placed transformer at the site. Furthermore, the County has indicated its preference to have all new electrical switchgear and existing panels located within an empty room that is located closest to the new transformer, and to have meters and panels for telecommunications services, currently located on the outside of the south wall of the building, relocated to the same room inside the building.

Based upon this information, scope details provide in the RFP, and discussions with County personnel during the pre-proposal site visit, this project scope is proposed in 4 Phases:

- **Phase I: Design Phase**
- **Phase II: Contract Award Phase**
- **Phase III: Construction Phase**

Each of these phases, and their respective envisioned scope items, are proposed as follows. Please note that it is expected that portions of one or more phases may overlap each other in the project timeline.

PHASE I: DESIGN PHASE

This portion of the project will encompass all site visits, research and services necessary for the preparation of schematic designs, full project designs, project cost estimating and documentation in support of the permitting process. As per Monroe County, construction permits are to be the responsibility of the awarded contractor. Additionally, G. M. Selby will coordinate with the local jurisdictional authority and the Historic and Architectural Review Commission (HARC) for this project. G. M. Selby will provide Monroe County with design drawings for review and approval at the 50%, 75% and 100% completion stages. **The proposed cost for Phase I is estimated to be \$9,790.00.**

PHASE II: CONTRACT AWARD PHASE

This portion of the project will encompass preparation of construction bidding documents (as bid specifications placed upon design drawings), instructions to bidders and bid packages. G. M. Selby engineers will provide technical support during the bid process in order to provide for Monroe County receiving the most comprehensive and highest quality bids. Upon receipt of the bids, Selby engineers will support the County Project Managers in bid tabulation and review. Selby engineers will point out any discrepancies or other potential "red flags" in any bids. Finally, G. M. Selby will provide a recommendation to the County with regards to which bidder offers the County the best terms and possible work product. **The proposed cost for Phase II is estimated to be \$700.00.**

PHASE III: CONSTRUCTION PHASE

This portion of the project will encompass the award of the contract, final permit applications processing, administration of contract documents, performing construction inspections, reviewing and approving of contractor invoices, preparing a project punchlist for project close-out, conducting a punchlist close-out inspection, and assisting in the final close-out of the project. During construction activities, Selby engineers will visit the site one time per week, and will provide Monroe County Project Managers with a weekly status report. Furthermore, Selby engineers will provide technical support and will review and approve shop drawings as necessary during this phase in order to provide an unproblematic project to completion. At the completion of the project, G. M. Selby will prepare and provide as-built plans to the County. **The proposed cost for Phase IV is estimated to be \$3,590.00.**

Therefore, based upon the information contained herein, the total proposed cost of G. M. Selby's services for this project is approximately \$14,000.00. Please note that this estimate is based upon a defined number of mobilizations by G. M. Selby engineers to Key West. The envisioned mobilizations are as follows: twice during Phase I, and four times during Phase III. If additional mobilizations are necessary in support of the project, G. M. Selby proposes a flat fee of \$650.00 per visit.

Please feel free to contact myself or Mr. Evan Skornick at (305) 666-5775 with any questions or comments you may have, or to discuss specific items of concern with the proposed scope of services. We look forward to working closely with you on this project.

Sincerely,

G. M. SELBY & ASSOCIATES, INC.

Dr. Youssef Hachem, P.E.
Exec. V.P. of Engineering/CTO

**CONTRACT FOR
PROFESSIONAL SERVICES
BETWEEN OWNER AND ARCHITECT/ENGINEER
1998 EDITION**

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate.

THIS CONTRACT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND ARCHITECT/ENGINEER (the "Contract") is made and entered into by MONROE COUNTY, BOARD OF COUNTY COMMISSIONERS (the "Owner") and G. M. Selby & Associates, Inc. This contract is executed under seal and shall be effective on the date executed by the last party to execute it.

The professional services required by this Contract are to be rendered for Jackson Square Electrical Service Upgrade identified as the Project, described as follows:

These services shall include, but not be limited to: Preparation and completion of the schematic design, design development, preparation of contract documents for bids, preparation and advertisement for Request for Bids, tabulation and review of bids, recommendation of contract awards, cost estimating during design and document preparation, administration of contract documents, consultation and on-site inspections during construction, review and recommend approval of contractor invoices, preparation and submittal of permit applications, zoning applications, public presentations and presentations to the County Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Owner and the Architect/Engineer agree:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Contract, the Architect/Engineer makes the following express representations and warranties to the Owner:

1.1.1 The Architect/Engineer is a professional qualified to act as the Architect/Engineer for the Project and is licensed to practice Architecture/Engineering by all public entities having jurisdiction over the Architect/Engineer and the Project;

1.1.2 The Architect/Engineer shall maintain all necessary licenses, permits or other authorizations necessary to act as Architect/Engineer for the Project until the Architect/Engineer's duties thereunder have been fully satisfied;

1.1.3 The Architect/Engineer has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

1.1.4 The Architect/Engineer shall prepare all documents required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be in conformity and comply with all applicable law, codes and regulations. The Architect/Engineer warrants that the documents prepared as a part of this Contract will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional construction cost due to missing or incorrect design elements in the contract documents;

1.1.5 The Architect/Engineer assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ as Architect/Engineer of Record.

1.1.6 The Architect/Engineer's services shall be performed as expeditiously as in consistent with professional skill and care and the orderly progress of the Work. The Architect/Engineer shall submit, for the Owner's and Construction Manager's information, a schedule for the performance of the Architect/Engineer's services which may be adjusted as the Project proceeds if approved by the Owner, and shall include allowances for periods of time required for the Owner's and Construction Management's review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner may not be exceeded by the Architect/Engineer except for delay caused by events not within the control of the Architect/Engineer or foreseeable by him. In the event the Architect/Engineer does not conform to the schedule, then the Architect/Engineer

may be assessed a charge up to one percent (1%) of the fee per week until the work product is produced in an acceptable manner. The penalty shall apply only to the completion of documents required for bidding, said date being met with the delivery of one final set to the Owner. The Owner shall assess the charge only after it is determined that the work is solely the fault of the Architect/Engineer and his subconsultants and is not the fault of the owner or other parties not under the control of the Architect/Engineer.

ARTICLE II

SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICE

2.1 DEFINITION

2.1.1 Architect/Engineer's Basic Services consist of those described in Paragraphs 2.2 through 2.5, and other services identified as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.1.2 The Design for Construction shall include, but shall not necessarily be limited to, plans and specifications which describe all systems, elements, details, components, materials, equipment, and other information necessary for construction. The Design for Construction shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations. Products, equipment and materials specified for use shall be readily available unless written authorization to the contrary is given by the Owner. The Architect/Engineer shall be responsible for designing the Project in accordance with the analyses and recommendations of the geotechnical information furnished per Article 4.5.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect/Engineer shall review the program, schedule and construction budget furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect/Engineer shall review with the Owner and Construction Manager: proposed site use and improvements, required permits, zoning, selection of materials, building systems and equipment; and method of Project delivery.

2.2.3 The Architect/Engineer shall review with the Owner and Construction Manager alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect/Engineer shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 At levels of completion of 50% and 75% of the Schematic Design Phase, the Architect/Engineer shall provide schematic design studies for the Owner's review and the Construction Manager's information.

2.2.6 Upon completion of the Schematic Design Phase, the Architect/Engineer shall provide drawings, outline specifications, estimate of anticipated cost in accordance with the schematic designs, and other documents for the Owner's approval and the Construction Manager's information.

2.3 SCHEMATIC DESIGN PHASE REQUIREMENTS

2.3.1 The Schematic Design Phase services shall respond to program requirements and consist of preparation of: conceptual site plans, concept sketches as required to explain the design intent to the owner.

The Architect/Engineer shall perform the following design phase tasks:

- a. Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for: underground electrical service, transformers, switchgear, telecommunications.

2.4 DESIGN DEVELOPMENT/DOCUMENT PHASE

2.4.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect/Engineer shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall consist of drawing and other documents that establish and describe the size and character of the Project as to architectural/engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.4.2 At intervals mutually agreeable to the Owner, Construction Manager and Architect/Engineer, the Architect/Engineer shall provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information. The

Architect/Engineer shall provide an estimate of anticipated cost in accordance with the design development phase.

2.4.3 Upon completion of the Design Development Phase, the Architect/Engineer shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information. The Architect/Engineer shall provide an estimate of anticipated costs in accordance with the design development phase.

2.4.4 The Design Development Documents must be approved in writing, by the Owner prior to Architect/Engineer continuing to the Construction Documents Phase.

2.5 DESIGN DEVELOPMENT PHASE REQUIREMENTS

To satisfactorily perform the design development phase requirement, the Architect/Engineer must complete the tasks set forth in paragraphs 2.5.1., 2.5.2., 2.5.3., 2.5.4., 2.5.5.

2.5.1 Specifications - Comprehensive, abbreviated methods, materials and systems descriptions in tune with drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special supplementary conditions specific to the project.

2.5.2 Preliminary Estimate of Construction Cost - Adjustment of the preliminary estimate of construction cost prepared at the end of schematic design.

2.5.3 Electrical Design Development Set

- a. Typical floor plans, as necessary. Systems representation in diagrammatic (nondetailed) style, major items of equipment indicated, their space requirements and interface requirements with other systems.
- b. Required punctures: wall, slab, and beam
- c. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated: (1) Transformer vaults (approved obtained from local utility company), (2) Switchgear, emergency generator, water storage tanks, fire pumps, etc.
- d. Preliminary details of major and unique conditions that impact on scheme (as determined by the Architect/Engineer)
- e. Data to be developed in conjunction and in coordination with the project team.

- f. Site plans indicating underground conduit, transformer.

2.5.4 Other Consultants' Design Development Sets

As appropriate to the Project.

- 2.5.5 Limitations** - The above list of drawings represents, in general, the requirements of the Project.

2.6 CONSTRUCTION DOCUMENTS PHASE

2.6.1 Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project of in the construction budget, the Architect/Engineer shall prepare, for approval by the Owner and Construction Manager, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.

2.6.2 The Architect/Engineer shall provide Drawings and Specifications for the Owner's and the Construction Manager's review.

2.6.3 Upon completion of the Construction Documents Phase, the Architect/Engineer shall provide Construction Documents for the Owner's and Construction Manager's approval. The Architect/Engineer shall provide an estimate of anticipated costs in accordance with the construction development phase.

2.6.4 The Architect/Engineer shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of Contracts, and the forms of Agreement between the Owner and the Contractors.

2.6.5 The Architect/Engineer's construction documents (plans, specifications, etc.) will conform to all written codes and regulations of the federal government, county, state, municipalities, agencies and state departments, in effect at the date of this Agreement, and shall be of such completion as to receive all permits when applied for. If permits are denied, then the Architect/Engineer will conform the construction documents in such manner to receive permits upon such plans. Work required by the Architect/Engineer to conform the documents to federal, state, city, county, or agency specifications to allow them to be approved shall be completed at no charge or cost to the Owner.

2.7 BIDDING OR NEGOTIATION PHASE

2.7.1 The Architect/Engineer, following the Owner's approval of the Construction Documents and the Architect/Engineer's latest estimate of Construction Cost,

shall assist the Construction Manager in obtaining bids or negotiated proposals and assist in preparing contracts for construction.

2.7.2 The Architect/Engineer shall assist the Construction Manager in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect/Engineer, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda.

2.7.3 The Architect/Engineer shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the securing of a building permit after the County has obtained development approval. Assistance with securing a development approval will be in the form of providing schematic drawings.

2.8 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACTOR

2.8.1. The Architect/Engineer's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates with the issuance to the Owner of the final Project Certificate for Payment including the submission of all project close out documents by the Architect/Engineer and Contractor. The Architect/Engineer will administer the Owner/Contractor contract as provided for in that document. The Architect/Engineer agrees to perform a project check prior to the end of the warranty period as a part of the contract. The check shall not exceed one working day unless additional time is approved by the Owner.

2.8.2 The Architect/Engineer shall at all times have access to the Work whenever it is in preparation or progress.

2.8.3 The Architect/Engineer shall, as contemplated herein and in the Construction Contract, but not otherwise, act on behalf, and be the agent, of the Owner throughout construction of the Project. Instructions, directions, and other appropriate communications from the Owner to the Contractor shall be given to the Contractor by the Architect/Engineer or Construction Manager.

2.8.4 Upon receipt, the Architect/Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect/Engineer may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values was not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the

Architect/Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect/Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect/Engineer shall not approve such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

2.8.5 The Architect/Engineer shall carefully inspect the work of the Contractor and shall, at a minimum, inspect work at the Project site once every week. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Contract. In making such inspections, the Architect/Engineer shall protect the Owner from continuing deficient or defective work, from continuing unexcused delays in the schedule and from overpayment to the Contractor. Following each inspection, the Architect/Engineer shall submit a written report of such inspection, together with any appropriate comments or recommendations to the Owner.

2.8.6 The Architect/Engineer shall initially approve periodic and final payments owed to the Contractor under the Construction Contract predicated upon inspections of the work and evaluations of the Contractor's rate of progress in light of the remaining contract time and shall issue to the Owner Approvals of Payment in such amounts. By issuing an Approval of Payment to the Owner, the Architect/Engineer reliably informs the Owner that the Architect/Engineer has made the inspection of the work required, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor's work meets or exceeds the requirements of the Construction Contract, and that under the terms and conditions of the Construction Contract, the Owner is obligated to make payment to the Contractor of the amount approved.

2.8.7 The issuance of a Certificate for Payment shall not be a representation that the Architect/Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. (2) reviewed construction means, methods, techniques, sequences or procedures. (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.8.8 The Architect/Engineer shall have authority, after notification to the Construction Manager, to reject Work, which does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents the

Architect/Engineer will have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

2.8.9 The Architect/Engineer shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by the Owner's own forces, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractors, all of which remain the responsibility of the Contractors to the extent required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristic of materials, systems or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. Architect/Engineer shall take appropriate action on submittals within 14 calendar days. The Architect/Engineer shall maintain a tracking log for the submittals which shall include but not be limited to; the submittal as named in the specification, all dates as required for tracking and the status of approval. A copy of the tracking log will be made available to Owner when requested.

2.8.10 The Architect/Engineer shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents. Architect/Engineer to take appropriate action within 7 calendar days.

2.8.11 The Architect/Engineer shall promptly provide appropriate interpretations as necessary for the proper execution of the work as long as there is no change in Contract price.

2.8.12 The Architect/Engineer shall require inspection or reinspection and testing or retesting of the work, to include architectural/engineering, structural,

mechanical and electrical engineering portions of the work, in accordance with the provisions of the Construction Contract whenever appropriate.

2.8.13 The Architect/Engineer, assisted by the Construction Manager, shall conduct inspections to determine the dates of Substantial Completion and the date of Final Completion. The Architect/Engineer shall submit to the Owner a list comprised of incomplete and/or unacceptable items required by the Contract Documents to include architectural/engineering, structural, mechanical and electrical engineering portions of the work. The Architect/Engineer shall forward to the Construction Manager warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Architect/Engineer shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.8.14 The Architect/Engineer shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents upon written request. The Architect/Engineer's response to such requests shall be made with promptness and within seven (7) days of receipt of request.

2.8.15 Interpretations and decisions of the Architect/Engineers shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings and submitted on proper Construction Change Directives.

2.8.16 The Architect/Engineer shall render written decisions within a reasonable time on all claims, disputes or other matters in question between Owner and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

2.8.17 Duties, responsibilities and limitations of authority of the Architect/Engineer shall not be restricted, modified or extended without written agreement of the Owner and Architect/Engineer.

2.8.18 The Architect/Engineer shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as a Basic Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. This advise and consultation shall be limited to verbal comment on actions of the Owner and shall not necessitate filing of records, forms, or revisions to drawings, without additional compensation.

2.8.19 The Architect/Engineer shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the Construction Contract and submitted by the Contractor.

2.8.20 The Architect/Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect/Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the contract documents. The Architect/Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

2.8.21 The Architect/Engineer shall testify in any judicial proceeding concerning the design and construction of the project when requested in writing by the Owner, and the Architect/Engineer shall make available to the Owner any personnel or consultants employed or retained by the Architect/Engineer for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the project. Testimony will be provided as part of the basic services when in defense of claims for actions of the Architect/Engineer, unless otherwise prevented by counsel of the Architect/Engineer and which time it would be subject to subpoena. For other claims against the Owner, the Architect/Engineer will do this under an expert witness with compensation.

2.8.22 The Architect/Engineer shall review any as-built drawings furnished by the Contractor and shall certify to the Owner that same are adequate and complete.

2.8.23 The Architect/Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Architect/Engineer or its consultants, or both.

2.8.24 The Architect/Engineer must reimburse the Owner for any added costs paid by the Owner during construction that were incurred as the result of any omission, deficiency, or conflict in the work product of the Architect/Engineer, its consultants, or both. This added expense is defined as the difference in cost from that which the Owner would have paid if the work was included in the bid, and the actual cost presented by the Contractor.

ARTICLE III

3.1 GENERAL

3.1.1 The services described in this Article III are not included in Basic Services with the exception of those services specified in Exhibit B. They shall be paid for by the Owner as provided in this agreement as an addition to the compensation paid for the Basic Services but only if approved by the Owner before commencement.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in subparagraph 2.8.5 is required, the Architect/Engineer shall provide one or more project representatives to assist in carrying out such additional on-site responsibilities.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing detailed quantity surveys or inventories of material and equipment.

3.4.2 Providing analyses of owning and operating costs.

3.4.3 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.4 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.5 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.6 Providing special surveys or environmental studies required for approvals of governmental authorities or others having jurisdiction over the project.

3.4.7 Providing service relative to future facilities, systems and equipment.

3.4.8 Providing detailed estimates of the construction cost (an item by item enumeration and analysis of all the costs that go to make up the Architect/Engineer's final estimate described in paragraph 5.1).

3.4.9 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.10 Providing services of consultants for other than architectural/engineering, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.11 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice.

3.4.12 Providing assistance with public agencies requiring formal review of project and preparation of documents, reports, studies, renderings, models, payment of fees, applications and other material necessary to seek such approval.

3.4.13 Providing representation before public bodies in conjunction with approval of project, upon approval by owner.

3.5 CONTINGENT ADDITIONAL SERVICES

3.5.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- a. Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- b. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated; or
- c. Due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.5.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.

3.5.3 Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.5.4 Providing services in connection with public hearings.

ARTICLE IV **OWNER'S RESPONSIBILITIES**

4.1 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and the Architect/Engineer, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.2 The Owner shall designate the Construction Manager to act on the Owner's behalf with respects to the Project. The Owner or Construction Manager shall render decisions in a timely manner pertaining to documents submitted by

the Architect/Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Architect/Engineer's services.

4.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 The Owner shall furnish the geotechnical tests when requested by the Architect/Engineer. Such tests may include, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.5 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the owner.

4.6 The services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect/Engineer shall be entitled to rely upon the accuracy and completeness thereof.

4.7 Prompt written notice shall be given by the Owner and Construction Manager to the Architect/Engineer if they become aware of any fault or defect in the Project or non-conformance with the Contract Documents.

4.8 The proposed language of certificate or certificates requested of the Architect/Engineer or Architect/Engineer's consultants shall be submitted to the Owner for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.9 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect/Engineer's services and work of the contractors.

4.10 The Owner shall furnish the Architect/Engineer copies of written communications.

4.11 The Owner's review of any documents prepared by the Architect/Engineer or its consultants shall solely for the purpose of determining whether such documents are generally consistent with the Owner's criteria, as and if, modified. No review of such documents shall relieve the Architect/Engineer of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

4.12 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

ARTICLE V **CONSTRUCTION COST**

5.1 Contemporaneously with the submission of the Design of Construction, the Architect/Engineer shall submit to the Owner in writing its final estimate of the contractor's anticipated price for constructing the Project. Once submitted, the final anticipated price estimate shall be adjusted by the Architect/Engineer to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

5.2 The Construction Cost shall be the total estimated cost to the Owner of all elements of the project designed or specified by the Architect/Engineer.

5.3 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect/Engineer, plus a reasonable allowance for the Contractor's overhead and profit.

5.4 Construction cost does not include the compensation of the Architect/Engineer and the Architect/Engineer's consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.5 The Architect/Engineer agrees that, should the bid for construction of the project exceed its estimate by ten percent (10%) or more, it will redesign, redraw and/or rebid, at no additional or expense to the Owner, until the bids are within the stated limits.

ARTICLE VI

6.1 INDEMNIFICATION AND HOLD HARMLESS

6.1.1 The Architect/Engineer covenants and agrees to indemnify and hold harmless Monroe County and Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Architect/Engineer in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Architect/Engineer in any tier, their employees, or agents. The first ten dollars (\$10.00) of remuneration paid to the Architect/Engineer is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Should any claims be asserted against the Owner by virtue of any deficiency or ambiguity in the plans and specifications provided by the Architect/Engineer, the Architect/Engineer agrees and warrants that he shall hold the Owner harmless and shall indemnify him from all losses occurring thereby and shall further defend any claim or action on the Owner's behalf.

ARTICLE VII

7.1 PERSONNEL

7.1.1 The Architect/Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this contract, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
<u>George Anillo</u>	<u>Project Manager/Engineer</u>
<u>Christian Friedrich</u>	<u>Project Engineer</u>
<u>Ralf Despinage</u>	<u>Staff Engineer</u>

So long as the individuals named above remain actively employed or retained by the Architect/Engineer, they shall perform the functions indicated next to their names.

ARTICLE VIII

8.1 PAYMENTS

8.1.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the Architect/Engineer shall be paid monthly, in accordance with the following schedule:

(A) The Architectural/Engineering fee shall be based on the following criteria:

1.	Schematic Design	10 percent
2.	Design Development Phase	30 percent
3.	Construction Documents Phase	30 percent
4.	Bidding or Negotiation Phase:	5 percent
5.	Construction Phase	25 percent

An estimated construction cost of \$100,000.00 and a fee percentage of 14 % shall be initially used to calculate the architectural/engineering fee. When the actual construction cost is known, the fee will be adjusted. A final adjustment will be made when construction is complete.

(B) For the performance of the optional additional services and contingent additional services described in Article III of this contract, provided same are first authorized in writing by the Owner, the Architect/Engineer shall be paid hourly at the rates identified in Exhibit B, or as negotiated.

(C) If the Architect/Engineer's duties, obligations and responsibilities are materially changed through no fault of the Architect/Engineer after execution of this contract, compensation due to the Architect/Engineer shall be equitably adjusted, either upward or downward;

(D) As a condition precedent for any payment due under this contract, the Architect/Engineer shall submit monthly, unless otherwise agreed in writing by the Owner, an invoice to the Owner requesting payment for services properly rendered and reimbursable expenses due hereunder. The Architect/Engineer's invoice shall describe with reasonable particularity the service rendered. The Architect/Engineer's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the Owner may require.

8.2 REIMBURSABLE EXPENSES

8.2.1 Reimbursable expenses include expenses incurred by the Architect/Engineer in the interest of the project:

- a. Expense of transportation submitted by Architect/Engineer, in writing, and living expenses in connection with out-of-county travel authorized by the Owner, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;
- b. Fees paid for securing approval of authorities having jurisdiction over the project;
- c. Reproductions as requested only by the Owner (beyond 6 signed and sealed sets, plus one set of reproductibles);
- d. Postage and handling of Drawings and Specifications;
- e. Renderings and Models requested by the Owner.

- f. Expense of additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of \$1,000,000.

ARTICLE IX

9.1 APPLICABLE LAW

9.1.1 This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida.

ARTICLE X

10.1 OWNERSHIP OF THE PRELIMINARY DESIGN AND THE DESIGN FOR CONSTRUCTION

10.1 The Drawings, Specifications and other documents prepared by the Architect/Engineer for this project are instruments of the Architect/Engineer's service for use solely with respect to this project, and the Architect/Engineer shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including reproducible copies, of the Architect/Engineer's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, or for completion of this project by others, unless the Architect/Engineer is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect/Engineer.

10.1.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Architect/Engineer's reserved rights.

10.1.3 The as-built drawings and specifications may be furnished by the contractor to the Owner in electronic format in addition to the original As-Built documents .

10.1.4 The Owner may utilize the construction documents, as-built documents, etc. as required for reference on any necessary future work on the site.

ARTICLE XI

11.1 SUCCESSORS AND ASSIGNS

11.1.1 The Architect/Engineer shall not assign its right hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately

written consent of the Owner. Subject to the provisions of the immediately preceding representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE XII

12.1 NO THIRD PARTY BENEFICIARIES

12.1.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

ARTICLE XIII

13.1 INSURANCE

13.1.1 The Architect/Engineer shall obtain insurance as specified in the attached Exhibit A and maintain the required insurance at all times this contract is in effect. Errors and Omissions Insurance shall also be maintained for a period of one year after final completion of the project. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Architect/Engineer's failure to purchase or maintain the required insurance, the Architect/Engineer shall indemnify the County from any and all increased expenses resulting from such delay.

13.1.2 The coverage provided herein shall contain an endorsement providing sixty (60) days notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

ARTICLE XIV **TERMINATION**

14.1 Either party hereto may terminate this contract upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. Termination expenses shall include all expenses till date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

14.1.1 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE XV **ENTIRE AGREEMENT**

15.1 This contract constitutes of the form of agreement (Articles I-XV), the exhibits that are attached and made a part of the contract, and the documents referred to in the form of agreement as a part of this contract. In the event any conflict between any of those contract documents, the one imposing the greater burden on the Architect/Engineer will control.

15.2 A person or affiliate who has been place on the convicted vendor list following a conviction for public entity crime may not submit a bid on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990

MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Marina Zadihoff warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For beach or violation of this provision the County may, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.


(Signature)

Date: 12/9/02

STATE OF FLORIDA

COUNTY OF DADE

Subscribed and sworn to (or affirmed) before me on 9TH OF DECEMBER, 2002 (date)
by MARINA ZADIKOFF (name of affiant). He/She is personally
known to me.

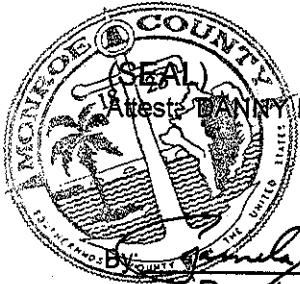
My commission expires: 9/6/2006


NOTARY PUBLIC



Sirny Mamie Attar
My Commission DD146561
Expires September 03, 2006

IN WITNESS WHEREOF, each party has caused this Agreement to be executed
by its duly authorized representative this 20th day of
NOVEMBER, 2002.



Attest: DANNY L. KOLHAGE, Clerk

By: [Signature]
Deputy Clerk
Date: November 20, 2002

**BOARD OF COUNTY COMMISSIONERS'
OF MONROE COUNTY, FLORIDA**

By: [Signature]
Mayor/Chairman

(Seal)

Attest:

BY: [Signature]
Title: President

ARCHITECT/ENGINEER

By: [Signature]
Title: Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WOLFE
DATE 10-29-02